

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

(Alexandria Division)

ROBERTO CLAROS et al.,

Plaintiffs,

v.

SWEET HOME IMPROVEMENTS, INC.,
et al.,

Defendants

Case No: 1:16-cv-344-AJT-MSN

Plaintiffs' Rule 26(a)(1) Initial Disclosures

Plaintiffs makes the following initial disclosures pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure:

1. **FRCP 26(a)(1)(A)(i):** The name and, if know, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless solely for impeachment:

Response:

In addition to the named parties to this lawsuit, and their agents/officers/employees, the following individuals may have discoverable information related to Plaintiffs' claims and defenses:

- Any individual present at the same time and place that Plaintiffs performed any work may have discoverable information regarding, *inter alia*, the hours that Plaintiffs worked, or the kind of work that they performed.
- These individuals might include:
 - Plaintiffs' co-workers or crew members;
 - Other Sweet Home workers at the job site, whether or not on Plaintiffs' crew;

- Temporary “helpers” who worked alongside Plaintiffs; or
 - Owners of the property where the work was being performed; their agents; their guests; or their family members.
 - For all of these categories of persons, the individuals’ contact information is already in Defendants’ possession.
 - In addition, any individual named by any defendant in its initial disclosures or interrogatory answers may also have discoverable information regarding this matter.
2. **FRCP 26(a)(1)(A)(ii):** A description by category and location of all documents, electronically stored information, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment:

Response:

All of the following documents are presently located in the office of plaintiff’s counsel:

- Pictures of text messages between Defendants and Plaintiff Mario Herrera Macurán;
- A bounced check number 3374, made by Sweet Home Improvements to José Claros in the amount of \$999.00, dated May 15, 2015;
- Calendar pages kept by José Claros with notes of days and hours worked;
- Handwritten notes with days and hours worked by José Claros and Roberto Claros;
- A notice from Citibank to José Claros regarding a bounced check for \$600 and a bounced check fee of \$12, dated August 17, 2015;
- Defendant Myung Kwan Koo’s business card;
- Printouts of photographs and status updates from Miae Koo’s Facebook page;
- A letter of recommendation from Nikolas and Adelina Zolas regarding Hector Antonio Andrade, dated July 2, 2015.
- A printout bearing an image of check number 3372 from Sweet Home Improvements, Inc. to Hector Antonio Andrade

- Any document listed by or provided by any defendant in their initial disclosures or in response to any discovery request.
- Any document provided by any third party in response to a subpoena duces tecum.

3. **FRCP 26(a)(1)(A)(iii)**: a computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered:

Response:

Roberto Claros

Regular Rate: \$18/hr

OT Rate: \$27/hr

Damages sought: \$6,916

- \$6,316 jointly and severally against all defendants. (FLSA)
- \$600 against Defendant Sweet Home Improvements, Inc. only (Contract)

In the alternative: \$4,212 against Defendant Sweet Home Improvements, Inc. only (Contract)

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|---|--|
| FLSA Damages Weeks 1-2 51.75 hours each week 40 hours x \$7.25 / hour x 2 (liquidated) = \$580 11.75 hours x \$27.00 / hour OT x 2 (liquidated) = \$634.50 \$580 + \$634.50 = \$1,214.50 per week Times 2 weeks = \$2,429 | Contract Damages 18 x 51.75 = \$931.50 per week Times 2 weeks = \$1,863 |
| FLSA Damages Weeks 3-4 65.25 hours each week 40 hours x \$7.25 / hour x 2 (liquidated) = \$580 25.25 hours x \$27.00 / hour x 2 (liquidated) = \$1,363.50 \$580 + \$1,363.50 = \$1,943.50 per week Times 2 weeks = \$3,887 | Contract Damages 18 x 65.25 = \$1,174.50 per week Times 2 weeks = \$2,349 |
| FLSA Damages Week 6 n/a | Contract Damages 4 days x \$150/day = \$600 |

José Claros

Regular Rate: \$22/hr

OT Rate: \$33/hr

Damages sought: \$7,804

- \$7,204 jointly and severally against all defendants. (FLSA)
- \$600 against Defendant Sweet Home Improvements, Inc. only (Contract)

In the alternative: \$5,748 against Defendant Sweet Home Improvements, Inc. only (Contract)

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|---|---|
| FLSA Damages Weeks 1-2 51.75 hours each week 40 hours x \$7.25 / hour x 2 (liquidated) = \$580 11.75 hours x \$33.00 / hour OT x 2 (liquidated) = \$775.50 \$580 + \$775.5 = \$1,214.50 per week Times 2 weeks = \$2,711 | Contract Damages 22 x 51.75 = \$1,338.50 per week Times 2 weeks = \$2,277 |
| FLSA Damages Weeks 3-4 65.25 hours each week 40 hours x \$7.25 / hour x 2 (liquidated) = \$580 25.25 hours x \$33.00 / hour x 2 (liquidated) = \$1666.50 \$580 + \$1666.50 = \$2,246.50 per week Times 2 weeks = \$4,493 | Contract Damages 22 x 65.25 = \$1,435.50 per week Times 2 weeks = \$2,871 |
| FLSA Damages Week 6 n/a | Contract Damages 4 days x \$150/day = \$600 |

Fredy Zamorano

Regular Rate: \$20/hour

OT Rate: \$30/hour

Damages sought: \$1,780, jointly and severally against all defendants. (FLSA)

In the alternative: \$1,200, against Defendant Sweet Home Improvements, Inc. only (Contract)

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| FLSA Damages 40 hours x \$7.25 / hour x 2 (liquidated) = \$580 20 hours x \$30 / hour OT x 2 (liquidated) = \$1,200 | Contract Damages \$20/hour x 60 hours = \$1,200 |
| TOTAL FLSA DAMAGES = \$1,780 | Total Contract Damages = \$1,200 |

Osbaldo Lopez

Regular Rate \$18.75

OT Rate = \$28.125

Damages sought: \$1,518.75 against Defendant Sweet Home Improvements, Inc. only (Contract)

In the alternative: \$1,216.75 against all Defendants, jointly and severally (FLSA)

| | |
|---|--|
| FLSA Damages Week 1 | Contract Damages |
| 40 hours x \$7.25 / hour x 2 (liquidated) = \$580 | 40 hrs. x \$18.75 = \$750 |
| FLSA Damages Week 2 | Contract Damages |
| 40 hours x \$7.25 / hour x 2 (liquidated) = \$580 | 41 hrs. x \$18.75 = \$768.75 |
| 1 hour x \$28.125 / hour x 2 (liquidated) = \$56.25 | |
| \$580 + \$56.25 = \$636.25 | |
| Total FLSA Damages = \$1,216.25 | TOTAL CONTRACT DAMAGES = \$1,518.75 |

Hector Antonio Andrade

Regular Rate: \$25/hour

OT Rate: \$37.50/hour

Total damages sought: \$5,290

- \$4,440 jointly and severally against all defendants (FLSA); and
- \$850 against Defendant Sweet Home Improvements, Inc. only. (Contract)

In the alternative: \$4,750 against Defendant Sweet Home Improvements, Inc. only. (Contract)

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|---|----------------------------|
| FLSA Damages Week 1: 51 hours | Contract Damages |
| 40 hours x \$7.25 / hour x 2 (liquidated) = \$580 | \$25/hr x 51 hrs = \$1,275 |
| 11 hours x \$37.50 / hour OT x 2 (liquidated) = \$825 | |
| \$580 + \$825 = \$1,405 | |
| FLSA Damages Week 2: 53 hours | Contract Damages |
| 40 hours x \$7.25 / hour x 2 (liquidated) = \$580 | \$25/hr x 53 hrs = \$1,325 |
| 13 hours x \$37.50 / hour x 2 (liquidated) = \$975 | |
| \$580 + \$975 = \$1,555 | |
| FLSA Damages Week 3: 34 hours | Contract Damages |
| 34 hours x \$7.25 / hour x 2 (liquidated) = \$493 | \$25/hr x 34 hrs = \$850 |
| FLSA Damages Week 4: 52 hours | Contract Damages |
| 40 hours x \$7.25 / hour x 2 (liquidated) = \$580 | \$25/hr x 52 hrs = \$1,300 |
| 12 hours x 37.50 / hour x 2 (liquidated) = \$900 | |
| \$580 + \$900 = \$1,480 | |

Mario Herrera Macurán

Regular Rate: \$25/hour

OT Rate: \$37.50/hour

Total damages sought: \$1,955

- \$1,217.50 jointly and severally against all defendants (FLSA); and
- \$737.50 against Defendant Sweet Home Improvements, Inc. only. (Contract)

In the alternative: \$1,950 against Defendant Sweet Home Improvements, Inc. only. (Contract)

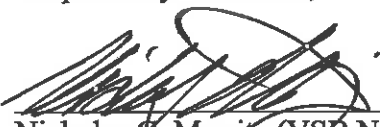
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|---|---|
| FLSA Damages Week 1: 48.5 hours 40 hrs x \$7.25/hr. x 2 (liquidated) = \$580 8.5 hours x \$37.50/hr. x 2 (liquidated) = \$637.50 \$580 + \$637.50 = \$1,217.50 | Contract Damages \$25/hr. x 48.5 hrs. = \$1,212.50 |
| FLSA Damages Week 2: 29.5 hours 29.5 hours x \$7.25/hr. x 2 (liquidated) = \$427.75 | Contract Damages \$25/hr. x 29.5 hrs = \$737.50 |

4. **FRCP 26(a)(1)(A)(iv)**: for inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment:

Response:

Not applicable to Plaintiffs.

Respectfully submitted,

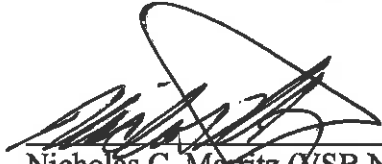

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Date

Certificate of Service

I hereby certify that on June 8, 2016, I sent the foregoing Initial Disclosures to Defendants' counsel by U.S. mail and email:

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Date